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**AMENDMENT TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 18th day of May 2004, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and JMH Weiss, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional mapping, survey, and utility engineering design services for Abel Street as part of the improvement of Midtown on March 25, 2004; and

WHEREAS, the parties now desire to amend the agreement to allow CONSULTANT to provide professional engineering design services for the improvement of Serra Way between Calaveras and Main and Curtis Street between Abel and Main.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on **May 30, 2006**.

2. Section 1, entitled "Services" is amended by adding Exhibits "A-1", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "B-1", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibits "A-1" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "B-1" shall be **\$304,000**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **March 25, 2004**, between **JMH Weiss Inc.** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

CONTRACT AMENDMENT No. 1 SCOPE OF SERVICES

The project will consist of public street improvements to existing:

Part One : Serra Way between Calaveras Boulevard to the west, and Main Street, to the east, including both intersections
and

Part Two.: Curtis Street between Abel Street to the west and Main Street to the east , including both intersections.

The improvements will address all the appropriate upgrades and additions to the existing facilities that would be required to create a boulevard type corridor. The improvements will adapt the approved Midtown Specific Plan elements and design guidelines from Main Street Implementation Plan. Design period begins in May 2004 and concludes by the end of February 2005; Construction Bidding and Administration runs from March 2005 through June 2006. The expected improvements are (*but not limited to*):

- Up-grade of the existing underground utilities (*storm, water, sewer, electric, etc.*) based on projected growth
- Installation of new landscaped median islands where appropriate
- New landscape features and plantings for roadway side (*behind curb to R/W*)
- New street lighting design and secondary electric system for irrigation controllers
- New hardscape and street furniture design where appropriate per Midtown Specific Plan (*i.e., walkways, bus-stops etc.*)
- Traffic Signal modifications
- Signage, stripping including bike lane
- Upgrade of existing pavement sections where needed for projected traffic volumes

TASK ORDER 1: BASE MAPPING
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Survey:

- Prepare aerial topographic survey of entire length at a scale of 1"=20'
- Prepare rectified aerial photographs at 20' scale for overlay
- Prepare Supplemental topographic and utility survey

Mapping:

- Data collection of all existing record information from City and other agencies
- Coordinate with Title company and review all underlying documents
- Field Survey for Boundary coordination (monument ties & evidence)

The aerial and topographic survey control will be based on California Coordinate System, Zone 3, CCS83 for horizontal and NGVD 29 for vertical. Drawings will conform to ACAD(release 2004) in a "dwg" format and prepared on 24" x 36" layout plan sheets using City of Milpitas standard title block. The electronic drawing files shall be transmitted to City. The aerial topography will be compiled with spot shots on a 50' grid with 1' contour intervals.

The supplemental field survey will be performed to confirm locations of physical features and utilities which are not visible from the aerial survey. The data collection will follow most typical ALTA criteria without formal certification. The survey will include measurement of the depths of the existing storm and sewer lines which may be impacted by design. This survey will also identify walls, fences, joint poles, overhead utility wires, roadways, traffic signals, signal controllers, electroliers, vegetation, fire hydrants,

signs, curb and gutter, sidewalks, driveways, catch basins, utilities, striping, manholes, water valve boxes, pull boxes, monument boxes, and other pertinent surface features found.

The final survey will be assembled electronically in layers such that photo, planimetrics, contours, utilities, boundary, and easements can be plotted separately. It is understood that the purpose of this survey is to create a base map for the Abel Street Capital Improvement Project.

The Boundary mapping will consist of a compilation of the available County records for all mapping along the Abel Street corridor. The right of way will be compiled from record information obtained from said County records. The results will be rotated to the CCS83 grid to conform to the topographic survey. It is understood that a record of survey and or other map filing with the County is not covered in this contract.

DELIVERABLE: Base Map with Topography, General Utilities Supplemental Field Survey, and Right of Way (compiled from record data only); traverse and control point plot and coordinate plan

TASK ORDER 2:	UTILITY MASTER PLAN STUDY
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- Compile existing utility information (*from survey and records*) on overall base map
- Study existing systems capacities vs. proposed use requirements, including preliminary traffic lane configurations.
- Prepare projected infrastructure master plan proposed exhibits (*storm, sewer, water, electric, signing and striping*)
- Prepare hydraulic calculations to confirm pipe sizes for the sanitary and storm system.
- Review other CIP's in the vicinity and coordinate any design efforts

A Master Plan document set will be prepared at 1"=100' scale identifying each utility. The associated calculations will be supplied on the plan set.

DELIVERABLE Utility Report with Master Plan maps showing proposed utility constraints and potential upgrades

TASK ORDER 3:	SCHEMATIC DESIGN
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- Manage design working meeting with Civil, Landscape, City, & Contractor
- Prepare schematic landscape and lighting concepts
- Meet and coordinate with Santa Clara Valley Water District for encroachment options if appropriate.
- Prepare preliminary cost estimates for the associated concepts
- Manage follow up meeting with staff
- Prepare alternate Streetscape options and sections for entire length as a result of City input.
- Coordinate Utility, Traffic, Geotechnical Consultants for preliminary design (*Geotech to initialize borings and subsurface samples*)
- Prepare preliminary Landscape planting scheme (plan) with palette for entire length
- Preliminary reconnaissance of geotechnical engineer to assess overall conditions

- Utility Designer to meet and coordinate with PG&E, Pac Bell and other appropriate agencies to determine potential impacts and design constraints.
- Traffic Engineer to review all existing "local" reports and understand overall traffic model for Midtown.
- Prepare Pre-Design Report (*includes all existing base mapping and schematic concept drawings with impact solutions and alternatives identified*)

DELIVERABLE: Full size schematic design drawings of entire length showing existing conditions and proposed conceptual design with cover sheet sheet and schematic concepts. A spreadsheet cost estimate will be provided with a breakdown by facility and discipline.

TASK ORDER 4:	PRELIMINARY DESIGN (65% Construction Drawings)
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- Prepare a plan line/horizontal control plan for the entire length based on existing monument control and right of way determination. Provide 20' scale base maps to design team.
- Prepare Draft Geotechnical Report to identify pavement sections and other recommendations. This includes borings, subsurface explorations and laboratory testing of existing sub-grade and trench backfill recommendations. Trench design standards will be reviewed for seismic/liquefaction potential.
- Prepare geotechnical options for pavement repair, replacement or re-surfacing option limits.
- Prepare initial design of traffic signal modifications and striping layout
- Prepare preliminary lighting calculations based on new light fixtures-photometrics included
- Prepare preliminary planting and irrigation plans; address soil requirements
- Preliminary design of new median grades and utilities
- Prepare hydraulic calculations for the existing, and new, storm drains
- Prepare preliminary Project Specifications
- Meet again and follow up with PG&E, Hetch Hetchy, SCVWD, Pac Bell, VTA and Regional Board
- Prepare Preliminary Engineers estimate

DELIVERABLE: Full set of 1"=20' scale plans with preliminary details and coordinated discipline design sheets

Stamped 65% design.; includes Draft Geotechnical Report

TASK ORDER 5:	PRE-FINAL DESIGN (95% Construction Drawings)
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- Prepare final horizontal and vertical design of new curbs, medians, and upgrades or new utilities.
- Provide standard details
- Finalize all intersection and traffic signal modifications
- Update landscape and irrigation plans
- Prepare intersection and cross section grading details to ensure proper drainage and cross slope.
- Publish Draft project specifications
- Prepare Engineers cost estimate
- Prepare final hydrology calculations
- Publish Final Geotechnical Report

DELIVERABLE: Full set of Plan drawings at 1"=20' with engineers estimate and DRAFT Specifications;
Final Geotechnical Report (Supplement to Original Contract Work)

TASK ORDER 6:	FINAL DESIGN (100% Construction Drawings)
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- Satisfy all remaining agency comments
- Publish Final Specifications and Bid Documents

DELIVERABLE: Final Plans at 1"=20' scale with Specifications, Bid Documents and Supplemental Geotechnical Report

TASK ORDER 7:	PROJECT MANAGEMENT
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- Manage weekly design meetings (4 hrs per week for 7 months)
- Overall Project Coordination with sub-consultants, City and other agencies
- Preparation of and updating a Project Schedule

DELIVERABLE: On-going work effort to coordinate all consultants and deliverables.

TASK ORDER 8:	CONSTRUCTION MANAGEMENT
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- Period runs from January 2005 to May 2006
- Attend Construction Progress and Field meetings
(16 meetings at 4 hrs per meeting)
- Review shop drawings and other submittals
- Respond to all appropriate RFI's and review of project submittals
- Provide assistance in preparing environmental document
(Neg. Dec only, not EIR)
- Prepare design Change Orders
- Provide assistance in resolving minor construction claims
(up to \$50,000 claims)

TASK ORDER 9:	REIMBURSIBLES AND REPRODUCTIONS
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- Printing, Deliveries, Overnights etc...
- This item will be invoiced at cost plus 10%

TASK ORDER 10:	CALTRANS PSR/PR
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- Prepare the necessary documents and plans for the work in the Caltrans Right of Way at the intersection of Calaveras Boulevard and Serra Way.
- Processing and coordination with Caltrans to project approval.

CITY CONTINGENCY

- With written approval by City Staff, Provide Professional Services from consultants which may be needed for special tasks

ASSUMPTIONS/EXCLUSIONS:

The following items are NOT included in this scope:

1. Agency Fees
2. Sanitary Sewer Force Main design
3. Environmental evaluation and permitting
4. A detailed traffic report is not included in this proposal (it is assumed that existing data will be utilized to evaluate any proposed improvements)
5. No offsite Utility Extensions are included except for those that are identified in the "transitional zone" area. It is assumed that the nearby main trunk facilities are adequate in size to handle the proposed design.
6. This scope does not include a detailed drainage study; just localized hydraulic calculations.
7. Fiber Optic and signal interconnect design is not included in this scope.
8. Right of Way mapping, dedications, or encroachments
9. Construction Staking
10. Public Art design and Gateway Design
11. Preparing and filing of any maps with the county; i.e. record of survey, parcel map , tract map etc...
12. Pump stations
13. Utility location services and pot-holing of existing facilities. The scope does include physical survey of the existing utilities as identified on the ground by the appropriate utility company or utility consultant.

**CONTRACT AMENDMENT No. 1
COMPENSATION MANNER AND AMOUNT**

The maximum amount of compensation for basic services to be paid to CONSULTANT under this AGREEMENT, including both payments for professional services and reimbursable expenses, shall not exceed **two hundred seventy two thousand eight hundred eighty three dollars (\$272,883.00)**. This fee amount relates to the completion of two (2) separate plan sets and processing, one each for PART 1 and PART 2 below. Consultant shall not exceed the following dollar amounts for each work task:

PART 1 SERRA WAY:

Task 1	\$ 10,600.00
Task 2	\$ 5,340.00
Task 3	\$ 26,500.00
Task 4	\$ 47,000.00
Task 5	\$ 40,000.00
Task 6	\$ 11,300.00
Task 7	\$ 3,500.00
Task 8	\$ 12,000.00
Task 9	\$ 15,000.00
Task 10	\$ 22,500.00*
Sub-total:	\$193,740.00
City Contingency	\$ 10,000.00
TOTAL:	\$203,740.00

PART 2 CURTIS STREET

Task 1	\$ 5,280.00
Task 2	\$ 2,660.00
Task 3	\$ 16,500.00
Task 4	\$ 18,000.00
Task 5	\$ 23,183.00
Task 6	\$ 4,140.00
Task 7	\$ 1,400.00
Task 8	\$ 5,480.00
Task 9	\$ 10,000.00
Sub-total:	\$ 86,643.00
City Contingency	\$ 5,000.00
TOTAL:	\$ 91,643.00

TOTAL CHANGE ORDER FEE: \$295,383.00**

*NOTE: Add \$8,000.00 if an encroachment permit process is required by Caltrans

**NOTE: Total Fee can be reduced by 15% if both streets are completed as 1 set of drawings.